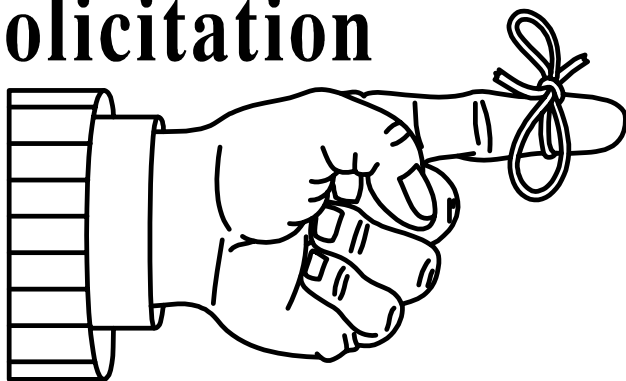


Notice Concerning Solicitation



OF-17 (OCT. 83)

FAR (48 CFR 53.214(g))

IMPORTANT — NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

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5017-103

INVITATION NO.
DATE OF OPENING
TIME OF OPENING A.M. P.M.
BID FOR

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INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

CP-FSS-1-A (APR 1993)

Solicitation No. 7FXPI-S4-01-4206-N

REQUIREMENTS CONTRACT FOR

FSC CLASS 4210 and 4820 – NOZZLES, HOSES, VALVES AND GASOLINE LINE

PERIOD: DATE OF AWARD THROUGH DECEMBER 31, 2001 W/ 6 MONTHS OPTIONS

ANY INFORMATION THAT MAY BE DESIRED ON THIS PARTICULAR SOLICITATION

CAN BE OBTAINED FROM THE ISSUING OFFICE ADDRESS SHOWN HEREIN.

CP-FSS-2 SIGNIFICANT CHANGES (OCT 1988)

The attention of offeror is invited to the following changes made since the issuance of the last solicitation for the supplies/services covered herein:

1. Pursuant to Clause 52.212-1, Instructions to Offerors – Commercial Items, paragraph (c), on pages 40-42 of this solicitation, Offers or Modifications of Offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
2. First article samples will be required 45 days after notice of award and delivery will be 45 days after first article approval.
3. Contract period will be for six months with six months options.
4. This procurement is *not* set aside for small business concerns.

QUALITY: FIRST TIME, EVERY TIME, ON TIME

GSA Form 1602 (Rev. 4-92)

5. Trade Agreement Act applies to this procurement. (Clause 52.225-5)
6. Small Business Subcontracting applies to this procurement.
7. To obtain a copy of the previous history (Abstract of Offers 7FXPI-G6-99-4206-Nand 7FXPI-S4-00-4206-SQ) please call Topsy Mathis at 817-978-2483
8. Forest Service Specifications are referenced within this solicitation may be obtained by downloading web site <http://regions.fss.gsa.gov/r07/7fx/contracting/technical/sdtdc.cfm>

CP-FSS-3 NOTICE: REQUESTS FOR EXPLANATION OR INFORMATION (MAR 1996)

Oral or written requests for explanation or information regarding this solicitation should be directed to:

GENERAL SERVICES ADMINISTRATION
GENERAL COMMODITY CENTER
819 TAYLOR STREET
FT. WORTH, TX 76102

or

Phone (817) 978-2493 Shirley Coggins Burbage (Shirley.Burbage@GSA.GOV)

IMPORTANT: DO NOT ADDRESS OFFERS, MODIFICATIONS OR WITHDRAWALS TO THE ABOVE ADDRESS. THE ADDRESS DESIGNATED FOR RECEIPT OF OFFERS IS CONTAINED ELSEWHERE IN THIS SOLICITATION.

CP-FSS-6 ELECTRONIC DATA INTERCHANGE (EDI) ORDERING (JAN 1994)

Offerors are advised that the Federal Supply Service is expanding use of electronic communications to exchange business documents. The Placement of Orders clause contained in this contract provides that orders may be placed using Electronic Data Interchange (EDI) procedures.

CP-FSS-20 SECURITY EXAMINATION OF HAND-DELIVERED OFFERS (JAN 1998)

- (a) Offerors are advised that an offer in response to this solicitation is subject to physical examination, x-ray, or other inspection prior to acceptance at the location designated for receipt of offers. Inspection may be conducted by Government personnel or others acting on behalf of the Government. Any offer received at the address designated for receipt of offers after the date and time specified elsewhere in this solicitation for receipt of offers shall be processed in accordance with the late offers provision of this solicitation.
- (b) For any hand delivered offer, whether delivered by the offeror or a courier service, the offeror must allow sufficient time to accommodate inspection by designated security personnel.

A-FSS-41 INFORMATION COLLECTION REQUIREMENTS AND HOURS OF OPERATION (NOV 1999)

- (a) "The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163."

- (b) “GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.”

552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (SEP 1999)

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors in the performance of this contract.

CP-FSS-30 (APR 1993)

PLEASE REMOVE THIS COVER PAGE(S) BEFORE SUBMITTING OFFER TO GSA.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, & 30</i>				1. REQUISITION NUMBER N/A		PAGE 1 OF 54	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE .		4. ORDER NUMBER N/A		5. SOLICITATION NUMBER 7FXPI-S4-01-4206-N	
7. FOR SOLICITATION INFORMATION CALL →		a. NAME Shirley Coggins Burbage (7FXPI-S4)		b. TELEPHONE NUMBER (<i>No collect calls</i>) 817-978-2493		6. SOLICITATION ISSUE DATE April 2, 2001	
9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8 (A) SIC: See Clause 52.212-1 SIZE STANDARD: See Clause 52.212-1		11. DOMESTIC DELIVERY: FOB Destination INTERNATIONAL DELIVERY: <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING	
GSA, General Products Center Contracting Division (7FXP -) 819 Taylor Street Room 6A24 Fort Worth, TX 76102-6114 <i>Address offers to the address above.</i> <i>Complete shaded boxes on this page.</i>				12. DISCOUNT TERMS Minimum: Net 30 Days Other: ____% ____Days			
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE	
To be shown on each order issued under any contract resulting from this solicitation.				See Block 15.			
17a. CONTRACTOR/ OFFEROR NAME AND ADDRESS		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO. FAX NO. DUNS <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
Do not complete Blocks 19 through 24, see schedule of supplies/items/services beginning on page 2. (Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See Block 15						26. TOTAL AWARD AMOUNT (<i>For Govt. Use Only</i>) \$ _____	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> 2 </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET <input checked="" type="checkbox"/> FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) <input checked="" type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See attached continuation page(s) beginning on Page 1A.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (<i>TYPE OR PRINT</i>)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>TYPE OR PRINT</i>) Shirley Coggins Burbage Contracting Officer		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT. EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)			
				42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	

This page reserved for use at time of award as applicable.

SUPPLIES OR SERVICES AND PRICELIST

SIC Code 3365 includes Groups 1-5

Group 1

NSN 4210-00-204-3358

NFES 0635

TIP, NOZZLE, FIRE HOSE: Shall be in accordance with Forest Service Specification 5100-244d dated October 2000, with the following characteristics:

The tip shall be the #3 spray type with a flow rate of 2.0 - 4.0 gallons per minute as specified by table 2 of the specification.

First article sample(s) are required.

Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

EXCEPTION TO 5100-244d: Page 4, Paragraph 3.3.1, Tip Material: Add the following as an acceptable material – Extruded aluminum alloy 6262-T6, in accordance with ASTM B 221.

PACKAGING: Each tip shall be packaged in a close-fitting paperboard or fiberboard box.

PACKING: Twenty-four (24) tips, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
1.	STOCKTON, CA	3	216	384	EA	\$ _____

Group 2

NSN 4210-00-204-3386

NFES 0636

TIP, NOZZLE, FIRE HOSE: Shall be in accordance with Forest Service Specification 5100-244d dated October 2000, with the following characteristics:

The tip shall be the #6 spray type with a flow rate of 5.0 - 7.0 gallons per minute as specified by table 2 of the specification.

[First article sample\(s\) are required.](#)

Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

EXCEPTION TO 5100-244d: Page 4, Paragraph 3.3.1, Tip Material: Add the following as an acceptable material – Extruded aluminum alloy 6262-T6, in accordance with ASTM B 221.

PACKAGING: Each tip shall be packaged in a close-fitting paperboard or fiberboard box.

PACKING: Twenty-four (24) tips, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
2.	STOCKTON, CA	3	96	216	EA	\$_____

Group 3

NSN 4210-00-640-1892

NFES 0024

NOZZLE, FIRE HOSE, WATER: Shall be in accordance with Forest Service Specification 5100-240d dated October 2000. Shall have the following characteristics:

1-inch base twin tip shutoff nozzle with a 3/16" straight stream tip (NSN 4210-00-203-3855) and a #3 spray tip (NSN 4210-00-204-3358)

[First article sample\(s\) are required.](#) Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

EXCEPTIONS TO 5100-244d (cited in 5100-240d): Page 3, Paragraph 3.2.1.1, Tip Discharge, Add the following sentences: "The maximum discharge face diameter shall be 0.88 inch (22.2 mm). The nozzle tip shall slope from the discharge face to the knurled surface of the nozzle with a slope similar to figure 1 (see figure 1)."

Page 4, Paragraph 3.3.1, Tip Material: Add the following as an acceptable material – Extruded aluminum alloy 6262-T6, in accordance with ASTM B 221.

UNIT PACKAGING: One (1) nozzle with both tips installed shall be packaged in a close-fitting corrugated fiberboard box, minimum burst strength 125 psi (minimum edge crush strength 23 lb per inch width).

PACKING: Twenty (20) nozzles, packaged as specified, shall be packed in a snug-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
3.	STOCKTON, CA	4	800	5,520	EA	\$_____

Group 4

NSN 4210-00-767-7123

NFES 0046

CLAMP, FIRE HOSE SHUTOFF: Shall be in accordance with Forest Service Specification 5100-245C dated September, 1996.

[First article samples are required.](#)

Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

PACKAGING: Each clamp shall be packaged in a close-fitting corrugated fiberboard box, minimum burst strength 125 psi (minimum edge crush strength 23 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

PACKING: Twenty (20) clamps, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
4.	STOCKTON, CA	3	780	3,220	EA	\$_____

Group 5

NSN 4820-00-126-5114

NFES 0212

VALVE, FOOT, WITH STRAINER, 1-1/2": Shall be in accordance with Forest Service Specification 5100-383B dated August, 1997. The foot valve shall be the 1-1/2 inch size, the inlet shall be 1-1/2" 9 NH internal threads.

First article sample(s) are required.

Once first article samples have been accepted, Certificates of Conformance shall be acceptable in lieu of testing end items (see 4.4.2 and 4.5).

PACKAGING: Each foot valve shall be packaged in a close-fitting corrugated fiberboard box, minimum burst strength 125 psi (minimum edge crush strength 23 lb per inch width).

PACKING: Ten (10) foot valves, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
5.	STOCKTON, CA	1	620	770	EA	\$_____

SIC Code 3354 includes Groups 6-15

Group 6

NSN 4210-00-177-6135

NFES 0737

TIP, NOZZLE, FIRE HOSE: Shall be in accordance with Forest Service Specification 5100-244d dated October 2000, with the following characteristics:

The tip shall be the straight-stream type with a 1/4 inch discharge orifice.

First article sample(s) are required.

Certificates of conformance are acceptable for the requirements of 4.5.2 and all of 4.6 in lieu of lot by lot testing.

EXCEPTIONS TO 5100-244d: Page 3, Paragraph 3.2.1.1, Tip Discharge, Add the following sentences: "The maximum discharge face diameter shall be 0.88 inch (22.2 mm). The nozzle tip shall slope from the discharge face to the knurled surface of the nozzle with a slope similar to figure 1 (see figure 1)."

Page 4, Paragraph 3.3.1, Tip Material: Add the following as an acceptable material – Extruded aluminum alloy 6262-T6, in accordance with ASTM B 221.

PACKAGING: Each tip shall be packaged in a close-fitting paperboard or fiberboard box.

PACKING: Twenty-four (24) tips, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the applicable freight regulations.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
6.	STOCKTON, CA	1	168	240	EA	\$ _____

Group 7**NSN 4210-00-203-3845****NFES 0638**

TIP, NOZZLE, FIRE HOSE: Shall be in accordance with Forest Service Specification 5100-244d dated October 2000, with the following characteristics:

The tip shall be the straight-stream type with a 3/8 inch discharge orifice.

First article sample(s) are required.

Certificates of conformance are acceptable for the requirements of 4.5.2 and all of 4.6 in lieu of lot by lot testing.

EXCEPTIONS TO 5100-244d: Page 3, Paragraph 3.2.1.1, Tip Discharge, Add the following sentences: "The maximum discharge face diameter shall be 0.88 inch (22.2 mm). The nozzle tip shall slope from the discharge face to the knurled surface of the nozzle with a slope similar to figure 1 (see figure 1)."

Page 4, Paragraph 3.3.1, Tip Material: Add the following as an acceptable material – Extruded aluminum alloy 6262-T6, in accordance with ASTM B 221.

PACKAGING: Each tip shall be packaged in a close-fitting paperboard or fiberboard box.

PACKING: Twenty-four (24) tips, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the applicable freight regulations.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
7.	STOCKTON, CA	1	72	144	EA	\$_____

Group 8**NSN 4210-00-203-3855****NFES 0637**

TIP, NOZZLE, FIRE HOSE: Shall be in accordance with Forest Service Specification 5100-244d dated October 2000, with the following characteristics:

The tip shall be the straight-stream type with a 3/16 inch discharge orifice.

First article sample(s) are required.

Certificates of conformance are acceptable for the requirements of 4.5.2 and all of 4.6 in lieu of lot by lot testing.

EXCEPTIONS TO 5100-244d: Page 3, Paragraph 3.2.1.1, Tip Discharge, Add the following sentences: "The maximum discharge face diameter shall be 0.88 inch (22.2 mm). The nozzle tip shall slope from the discharge face to the knurled surface of the nozzle with a slope similar to figure 1 (see figure 1)."

Page 4, Paragraph 3.3.1, Tip Material: Add the following as an acceptable material – Extruded aluminum alloy 6262-T6, in accordance with ASTM B 221.

PACKAGING: Each tip shall be packaged in a close-fitting paperboard or fiberboard box.

PACKING: Twenty-four (24) tips, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
8.	STOCKTON, CA	3	144	360	EA	\$_____

Group 9

NSN 4210-00-568-9904

NFES 0113

GASOLINE LINE, FIRE PUMP: Shall be in accordance with this purchase description and paragraph 3.2.1.3 (as appropriate) of Forest Service Specification 5100-274C dated September, 1997.

The flexible gasoline, oil, and ozone resistant fuel line shall be a minimum length of 5 feet and shall have an inside diameter of 1/4 inch minimum. Both hose ends shall be fitted with brass female 7/16 inch SAE J 512 automotive flare type threaded connections. The gasoline line shall have incorporated a means of priming the engine with an integral bulb-type pump.

Maximum age on delivery – 6 months

EXCEPTION TO FOREST SERVICE SPECIFICATION 5100-274C: Paragraph 3.2.1.3 - A quick-connect fitting shall not be supplied with the gasoline line.

PACKAGING: One (1) gasoline line shall be packaged in a snug-fitting paperboard or fiberboard box.

PACKING: Thirty-six (36) gasoline lines, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the applicable freight regulations.

SPECIAL MARKINGS: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES". The shipping container shall also be clearly marked with the date of manufacture and the date of re-inspection (36 months).

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be **BARK FREE**.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
9.	STOCKTON, CA	2	108	216	EA	\$_____

Group 10

NSN 4210-00-975-2969

NFES 0010

REDUCER, HOSE: Shall be in accordance with Forest Service Specification 5100-107c dated October 2000. The reducer shall be Combination Type D of table 2 under 3.2.2: 1-1/2" NH female x 1" NPSH male.

First article sample(s) are required.

Once first article samples have been approved, Certificates of Conformance to material and hardcoating requirements are acceptable in lieu of lot by lot testing.

PACKAGING: Ten (10) reducers shall be packaged in a close-fitting corrugated fiberboard box, minimum burst strength 125 psi (minimum edge crush strength 23 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

PACKING: Six (6) packages (60 reducers) shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be **BARK FREE**.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
10.	STOCKTON, CA	4	4,080	138,680	EA	\$_____

Group 11**NSN 4210-00-975-2969F****NFES 0010**

REDUCER, HOSE: Shall be in accordance with Forest Service Specification 5100-107c dated October 2000. The reducer shall be Combination Type D of table 2 under 3.2.2: 1-1/2" NH female x 1" NPSH male.

First article sample(s) are required.

Once first article samples have been approved, Certificates of Conformance to material and hardcoating requirements are acceptable in lieu of lot by lot testing.

PACKAGING: Ten (10) reducers shall be packaged in a close-fitting corrugated fiberboard box, minimum burst strength 125 psi (minimum edge crush strength 23 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

PACKING: Six (6) packages (60 reducers) shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Group 11**NSN 4210-00-975-2969F****NFES 0010**

Zonal Pricing is requested. Zonal geographical breakdown is as follows:

Zone 1: Maine, Vermont, New Hampshire, Rhode Island, Connecticut, Massachusetts

Zone 2: New York, New Jersey.

Zone 3: Pennsylvania, West Virginia, Maryland, Delaware, Washington DC, Virginia

Zone 4: Kentucky, Tennessee, North Carolina, South Carolina, Mississippi, Alabama, Georgia, Florida.

Zone 5: Minnesota, Wisconsin, Michigan, Illinois, Indiana, Ohio

Zone 6: Nebraska, Iowa, Kansas, Missouri

Zone 7: New Mexico, **Texas**, Oklahoma, Arkansas, Louisiana

Zone 8: Montana, North Dakota, South Dakota, Wyoming, Utah, Colorado

Zone 9: California, Nevada, Arizona

Zone 10: Washington, Oregon, Idaho

Zone	Est	Est Peak	Estimated	Unit of
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	Orders	Monthly Req	6-Mos. Qty	Issue
	1	420	720	EA
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
10	\$	\$	\$	\$

Group 12**NSN 4210-01-165-6599****NFES 1201**

SHUT-OFF VALVE, BALL, 1": Shall be in accordance with Forest Service Specification 5100-238c dated October 2000, with the following characteristics:

Size – 1 inch 11-1/2 NPSH inlet and outlet.

First article sample(s) are required.

Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

PACKAGING: Each shut-off valve shall be packaged in a close-fitting paperboard or fiberboard box.

PACKING: Twenty (20) shut-off valves, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the applicable freight regulations.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Group 12**NSN 4210-01-165-6599****NFES 1201**

Zonal Pricing is requested. Zonal geographical breakdown is as follows:

- Zone 1: Maine, Vermont, New Hampshire, Rhode Island, Connecticut, Massachusetts
- Zone 2: New York, New Jersey.
- Zone 3: Pennsylvania, West Virginia, Maryland, Delaware, Washington DC, Virginia
- Zone 4: Kentucky, Tennessee, North Carolina, South Carolina, Mississippi, Alabama,

Georgia, Florida.

Zone 5: Minnesota, Wisconsin, Michigan, Illinois, Indiana, Ohio

Zone 6: Nebraska, Iowa, Kansas, Missouri

Zone 7: New Mexico, *Texas*, Oklahoma, Arkansas, Louisiana

Zone 8: Montana, North Dakota, South Dakota, Wyoming, Utah, Colorado

Zone 9: ***California***, Nevada, Arizona

Zone 10: Washington, Oregon, Idaho

Zone	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue
	5	460	1,330	EA
1	\$	\$	\$	\$
2	\$	\$	\$	\$
3	\$	\$	\$	\$
4	\$	\$	\$	\$
5	\$	\$	\$	\$
6	\$	\$	\$	\$
7	\$	\$	\$	\$
8	\$	\$	\$	\$
9	\$	\$	\$	\$
10	\$	\$	\$	\$

Group 13

NSN 4210-01-165-6600

NFES 1207

SHUT-OFF VALVE, BALL, 1-1/2": Shall be in accordance with Forest Service Specification 5100-238c dated October 2000, with the following characteristics:

Size - 1-1/2" 9 NH inlet and outlet.

First article sample(s) are required.

Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

PACKAGING: Each shut-off valve shall be packaged in a close-fitting paperboard or fiberboard box.

PACKING: Twenty (20) shut-off valves, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be **BARK FREE**.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item	Est	Est Peak	Estimated	Unit of	Unit
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No.	FOB Destination	Orders	Monthly Req	6-Mos. Qty	Issue	Price
13.	STOCKTON, CA	2	500	1,080	EA	\$_____

Group 14**NSN 4210-01-165-6603****NFES 1081**

NOZZLE WITH SHUTOFF, COMBINATION BARREL: Shall be in accordance with Forest Service Specification 5100-239c dated October 2000, with the following characteristics:

Size - 1"

The color shall be red or maroon.

First article sample(s) are required.

Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

PACKAGING: Each nozzle shall be packaged in a close-fitting paperboard box.

PACKING: Twenty (20) nozzles, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the Uniform Freight Classification and the National Motor Freight Classification.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
14.	STOCKTON, CA	3	1,560	6,200	EA	\$_____

Group 15**NSN 4210-01-167-1123****NFES 1082**

NOZZLE WITH SHUTOFF, COMBINATION BARREL: Shall be in accordance with Forest Service Specification 5100-239c dated October 2000, with the following characteristics:

Size - 1-1/2"

The color shall be red or maroon.

A bumper ring is required.

First article sample(s) are required.

A Certificate of Conformance is acceptable in lieu of first article testing of the bumper ring hardness for first article submission and in lieu of lot by lot testing.

Once first article samples have been accepted, Certificates of Conformance are acceptable in lieu of testing on a lot by lot basis.

PACKAGING: Each nozzle shall be packaged in a close-fitting paperboard box.

PACKING: Twenty (20) nozzles, packaged as specified, shall be packed in a close-fitting corrugated fiberboard box, minimum burst strength 275 psi (minimum edge crush strength 44 lb per inch width), and shall be in compliance with the applicable freight regulations.

SPECIAL MARKING: The National Fire Equipment System (NFES) number appearing below the National Stock Number (NSN) of this Item Purchase Description shall be marked on the shipping container below the NSN. The NFES number shall be preceded by "NFES".

MARKING: Shipments to GSA and other civilian agencies shall be marked in accordance with FED-STD-123. In addition, the UPC code shall be marked on all shipping containers and shall remain clearly legible. NIB/NISH/FPI suppliers shall be exempt from UPC code requirements. Shipments to the Department of Defense (DOD) shall be marked in accordance with MIL-STD-129.

PALLETIZATION: The shipping containers shall be palletized. The pallets shall be 48-inch length x 40-inch width, general purpose, four-way entry, flush stringer, double face non-reversible pallets. The palletized load shall not exceed 2500 pounds in weight. The palletized load shall not overhang the pallet and shall not exceed 53 inches in overall height. Less than half pallet loads or loads shipped by small package carrier need not be palletized.

NOTICE: All lumber used inside or outside a shipment shall be BARK FREE.

UNITIZATION OF PALLET LOAD: The palletized load shall be unitized and secured to the pallet to insure that the load arrives intact.

Item No.	FOB Destination	Est Orders	Est Peak Monthly Req	Estimated 6-Mos. Qty	Unit of Issue	Unit Price
15.	STOCKTON, CA	4	750	2,520	EA	\$_____

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 1999)

- (a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) **Assignment.** The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).
- (c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) **Definitions.** The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually

severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include—

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

STOCK and SOP (Revised 6/14/00)

- (√) The following clauses are incorporated by reference:
 - 552.211-72 REFERENCES TO SPECIFICATIONS IN DRAWINGS)
 - 552.211-73 MARKING
 - 552.211-74 CHARGES FOR MARKING
 - 552.211-75 PRESERVATION, PACKAGING, AND PACKING
 - 552.211-76 CHARGES FOR PACKAGING AND PACKING
 - 52.242-12 REPORT OF SHIPMENT (REPSHIP)
 - 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR AND TRAILER-ON-FLAT CAR (PIGGYBACK) SHIPMENTS (DEVIATION—
 - 552.211-82 NOTICE OF SHIPMENT
 - 552.247-70 PLACARDING RAILCAR SHIPMENTS
 - 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
 - 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)(ALTERNATE I—JAN 1999)
 - 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
 - 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
 - 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.232-1	PAYMENTS
52.243-1	CHANGES—FIXED-PRICE
52.248-1	VALUE ENGINEERING
552.203-71	RESTRICTION ON ADVERTISING
552.209-70	PRODUCT REMOVAL FROM QUALIFIED PRODUCTS LIST
552.211-77	PACKING LIST
552.215-70	EXAMINATION OF RECORDS BY GSA
552.232-70	INVOICE REQUIREMENTS (SEP 1999)(VARIATION I—SEP 1999)
52.223-4	RECOVERED MATERIAL CERTIFICATION

INFORMATION REGARDING DIRECT DEPOSIT/ELECTRONIC FUNDS TRANSFER

On April 26, 1996, the President signed legislation into law which effects how the Federal Government issues payments. The law requires that all vendors who provide goods and services to the Federal Government must be paid by Electronic Funds Transfer (EFT) and as a provision of being paid all vendors must supply the entities Taxpayer Identification Number (TIN). A TIN is either a Social Security Number (SSN) for individuals or an Employer Identification Number (EIN) for most businesses.

In order to comply with the law the General Services Administration (GSA) needs to be supplied with certain data. **The Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, will be provided to the successful offeror/bidder with the contract award document.** You must complete Payee/Company Information section and then take the form to your financial institution for completion of the Financial Institution Information section or complete that section yourself. The form does not need to be signed by your financial institution. Rather, it can be signed by an authorized official from your company. Return the completed form to:

General Services Administration
1500 East Bannister Road
Accounting Operations Branch 6BCO
Kansas City, MO 64131

To assist your company in identifying its GSA payments, we will include addendum information with each payment sent to your bank. This addendum information contains accounting or payment information [e.g., invoice number]. You and your financial institution (FI) should agree how and when the addendum information will be provided to your company. We are currently using the ACH CCD+ payment format to transmit payments and addenda records to your FI. We can also provide remittance information via Internet e-mail and through vendor payment query at our Internet web site. In the near future, we will also offer the ACH CTX format with an EDI 820 to provide remittance information.

Receiving your payments electronically offers an immediate cash-flow benefit. Your company will have prompt availability of funds on the payment due date. There is no waiting for checks to arrive, deposit delays, and lost, stolen, or misplaced checks are eliminated. We trust your company will find EFT a prompt, effective, and reliable method for receiving payments. If you have any questions concerning this change, please do not hesitate to contact: Michael Gilmartin, 18th & F Sts., NW, Room 3114 BCD, Washington, DC 20405, 202-501-4444.

You may obtain the applicable URLs; i.e., <http://www.arnet.gov/far> for the FAR; and <http://www.arnet.gov/GSAM/gsam.html> for the GSAM.

ADDENDUM TO 52.212-4**A-FSS-2-A (OCT 1988)****REQUIREMENTS CONTRACT FOR:****FSC CLASS: 4210/4820****COMMODITY: NOZZLES, VALVES, GASOLINE LINES AND HOSES****PERIOD: DATE OF AWARD, THROUGH DECEMBER 31, 2001 WITH 6 MONTHS OPTIONS****A-FSS-13-B PAYMENT TERMS (SEP 1999)**

"Notice to Bidders - Use Item 12 of the Standard Form 1449, Solicitation/Contract/Order for Commercial Items, to offer prompt payment discounts. The Prompt Payment clause of this solicitation sets forth payment terms. Do not insert any statement in Item 12 which requires payment sooner than the time stipulated in the Prompt Payment clause. EXAMPLE: If you are not participating in full cycle electronic commerce, by inserting "NET 20" in Item 12, GSA will reject your offer as nonresponsive because the entry contradicts the 30 day payment terms specified in the Prompt Payment clause."

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a negotiated contract resulting from this solicitation.

DESCRIPTION/SPECIFICATION/WORK STATEMENT**C-FSS-425 WORKMANSHIP (OCT 1988)**

Any item contracted for must be new, current model at the time of offer, unless otherwise specified. Each article must perform the functions for its intended use.

PACKAGING AND MARKING**D-FSS-456 PACKAGING AND PACKING (APR 1984)**

- (a) Packaging. Shall be in accordance with accepted commercial practice.
- (b) Packing. Shall be packed to ensure carrier acceptance and safe delivery to the destination in containers complying with rules and regulations applicable to the mode of transportation.

D-FSS-462 MAXIMUM WEIGHT PER SHIPPING CONTAINER (MAY 1995)

In no instance shall the weight of a shipping container and its contents exceed 23 kilograms (51 pounds), except when caused by (1) the weight of a single item within the shipping container, (2) a prescribed quantity per pack for an item per shipping container, or (3) a definite weight limitation set forth in the purchase description.

INSPECTION AND ACCEPTANCE**☒ 552.209-74 WAIVER OF FIRST ARTICLE TESTING AND APPROVAL REQUIREMENT (FEB 1990)**

- (a) Offerors must submit an offer including testing and approval; however, an offeror may submit an alternate offer excluding testing and approval, provided the offeror satisfies the requirements for the waiving of first article testing.
- (b) Before a waiver of the first article testing requirement of this solicitation will be considered, the offeror is requested to identify the procurement under which the product offered was previously approved and accepted:
 _____ (offeror to insert both contract number and applicable national stock number).

**** List the date this item was approved, quantity, and the date this item shipped.**

Approval Date: _____ **Shipped Date:** _____ **Quantity shipped:** _____

552.246-70 SOURCE INSPECTION BY QUALITY APPROVED MANUFACTURER (SEP 1999)

- (a) Inspection system and inspection facilities.
- (1) The inspection system maintained by the Contractor under the Inspection of Supplies—Fixed Price clause (FAR 52.246-2) of this contract shall be maintained throughout the contract period and shall comply with all requirements of editions in effect on the date of the solicitation of either Federal Standard 368 or the International Organization for Standardization (ISO) Standard 9001 (ANSI/ASQC Q 91) (Quality Systems - Model for Quality Assurance in Design/Development, Production, Installation and Servicing), or ISO Standard 9002 (ANSI/ASQC Q 92) (Quality Systems - Model for Quality Assurance in Production and Installation). The ISO 9000 family of standards is a set of worldwide standards used to document, implement and demonstrate quality assurance systems. When using the ISO option the Contractor's quality system must be registered by a third party registrar accredited by either the Registrar Accreditation Board (RAB) or an organization recognized as equivalent. A written description of the inspection system shall be made available to the Government before contract award. The Contractor shall immediately notify the Contracting Officer and the designated GSA quality assurance office of any changes made in the inspection system during the contract period. As used herein, the term "inspection system" means the Contractor's own facility or any other facility acceptable to the Government that will be used to perform inspections or tests of materials and components before incorporation into end articles and for inspection of such end articles before shipment. When the manufacturing plant is located outside of the United States, the Contractor shall arrange delivery of the items from a plant or warehouse located in the United States (including Puerto Rico and the Virgin Islands) equipped to perform all inspections and tests required by the contract or specifications to evidence conformance therewith, or shall arrange with a testing laboratory or other facility in the United States, acceptable to the Government, to perform the required inspections and tests
- (2) In addition to the requirements in Federal Standard 368, ISO 9001 or ISO 9002 records shall include the date when inspection and testing were performed. These records shall be available for (i) 3 years after final payment; or (ii) 4 years from the end of the Contractor's fiscal year in which the record was created, whichever period expires first..
- (3) Offerors are required to specify, in the space provided elsewhere in this solicitation, the name and address of each manufacturing plant or other facility where supplies will be available for inspection, indicating the item number(s) to which each applies.

- (4) Within 10 calendar days after receipt of the written notice of award, the Contractor shall provide the Administrative Contracting Officer with the name of the individual and an alternate that will be responsible for inspecting each shipment under this contract..

(b) Inspection and receiving reports.

- (1) For each shipment released, one of the officials named by the Contractor under paragraph (a)(4) above shall sign a Quality Approved Manufacturer Certificate certifying that supplies have been inspected and found to comply with contract requirements. The certification shall read as follows:

"I certify that all items in this shipment have been listed herein, and have been inspected and found to comply with all requirements of the contract."

Signature of Certifying Official"

- (2) For shipments made to military facilities, the Contractor shall prepare and distribute the DD Form 250, Material Inspection and Receiving Report, or computer formatted equivalent of the form not later than the close of business the workday following shipment. The certification above shall be placed in block 16 on this form. The Contractor will be provided a supply of the DD Form 250 with complete instructions for preparation and distribution.
- (3) For shipments made to civilian facilities only, the Contractor shall prepare and distribute not later than the close of business the workday following shipment a certification of inspection and conformance for the identified items, in accordance with instructions furnished at the time of award. The Contractor may furnish the requisite information on the DD Form 250 or computer formatted equivalent, company letterhead, or invoice document.

(c) Inspection by Government personnel.

- (1) Although the Government will normally rely upon the Contractor's certification as to the quality of supplies shipped, it reserves the right under the Inspection of Supplies—Fixed Price clause to inspect and test all supplies called for by this contract, before acceptance, at all times and places, including the point of manufacture. When the Government notifies the Contractor of its intent to inspect supplies before shipment, the Contractor shall notify or arrange for subcontractors to notify the designated GSA quality assurance office 7 workdays before the date when supplies will be ready for inspection. Shipment shall not be made until inspection by the Government is completed and shipment is authorized by the Government
- (2) Government inspection responsibility will be assigned to the GSA quality assurance office which has jurisdiction over the State in which the Contractor's or subcontractor's plant or other designated point for inspection is located
- (3) During the contract period, a Government representative may periodically select samples of supplies produced under this contract for Government verification inspection and testing. Samples sent to a Government testing facility will be disposed of as follows: Samples from an accepted lot, not damaged in the testing process, will be returned promptly to the Contractor after completion of tests. Samples damaged in the testing process will be disposed of as requested by the Contractor. Samples from a rejected lot will be returned to the Contractor or disposed of in a time and manner agreeable to both the Contractor and the Government.

(d) Quality deficiencies.

- (1) Notwithstanding any other clause of this contract concerning the conclusiveness of acceptance by the Government, any supplies or production lots shipped under this contract found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this contract within a period of * _____* months after acceptance shall, at the Government's option, be replaced, repaired or otherwise corrected by the Contractor at no cost to the Government within 30 calendar days (or such longer period as the Government may authorize in writing) after receipt of notice to replace or correct. The Contractor shall remove, at its expense, supplies rejected or required to be replaced, repaired or corrected. When the nature of the defect affects an entire batch or lot of supplies, and the Contracting Officer determines that correction can best be accomplished by retaining the nonconforming supplies and reducing the contract price by an amount equitable under the circumstances, then the equitable price adjustment shall apply to the entire batch or lot of supplies from which the nonconforming item was taken.

- (2) If supplies in process, shipped, or awaiting shipment to fill Government orders are found not to comply with contract requirements, or if deficiencies in either plant quality or process controls are found, the Contractor may be issued a Quality Deficiency Notice (QDN). Upon receipt of a QDN, the Contractor shall take immediate corrective action and shall suspend shipment of the supplies covered by the QDN until such time as corrective action has been completed. The Contractor shall notify the GSA quality assurance office, within 5 workdays, of corrective action taken or to be taken to permit onsite verification by a Government representative. Shipments of nonconforming supplies will be returned at the Contractor's expense and may constitute cause for termination. Delays due to the issuance of a QDN do not constitute excusable delay under the Default clause. Failure to complete corrective action in a timely manner may result in termination of this contract.
- (3) This contract may be terminated for default if subsequent Government inspection discloses that plant quality or process controls are not being maintained, supplies which do not meet the requirements of the specification are being shipped, or there is failure to comply with any other requirement of this clause.
- (e) Additional cost for inspection and testing. The Contractor will be charged for any additional cost of inspection/testing or reinspecting/retesting supplies for the reasons stated in paragraph (e) of FAR 52.246-2, Inspection of Supplies—Fixed Price. When inspection or testing is performed by or under the direction of GSA, charges will be at the rate of \$22.00 per man-hour or fraction thereof if the inspection is at a GSA distribution center; \$26.00 per man-hour or fraction thereof, plus travel costs incurred, if the inspection is at any other location; and \$26.00 per man-hour or fraction thereof for laboratory testing, except that when a testing facility other than a GSA laboratory performs all or part of the required tests, the Contractor shall be assessed the actual cost incurred by the Government as a result of testing at such facility. When inspection is performed by or under the direction of any agency other than GSA, the charges indicated above may be used, or the agency may assess the actual cost of performing the inspection and testing.
- (f) Responsibility for rejected supplies. When the Contractor fails to remove or provide instructions for the removal of rejected supplies under paragraph (d) above, pursuant to the Contracting Officer's instructions, the Contractor shall be liable for all costs incurred by the Government in taking such measures as are expedient to avoid unnecessary loss to the Contractor. In addition to the remedies provided in FAR 52.246-2, supplies may be—
- (1) Stored for the Contractor's account;
 - (2) Reshipped to the Contractor at its expense (any additional expense incurred by the Government or the freight carrier caused by the refusal of the Contractor to accept their return also shall be for the Contractor's account); or
 - (3) Sold to the highest bidder on the open market and the proceeds applied against the accumulated storage and other costs, including the cost of the sale.
- (g) Subcontracting requirements. The Contractor shall insert in any subcontracts the inspection or testing provisions set forth in paragraphs (a) through (d) of this clause and the Inspection of Supplies—Fixed Price clause of this contract. The Contractor shall be responsible for compliance by any subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause and the Inspection of Supplies—Fixed Price clause.

☒ **E-FSS-500-A FIRE (4/84) (Rg 7 5/92) FIRST ARTICLE SAMPLES:**

The Contractor shall have available at his expense within **45** days after receipt of notice of award ****three (3)** first article samples of each item to be delivered under the contract for inspection and determination by the Government as to compliance with the specifications. The Contractor shall notify the Procuring Contracting Officer (PCO) or if delegated, the Administrative Contracting Officer (ACO), and the Regional Contract Management Division set for in the notice of award, in writing, of the availability of the samples for inspection, notification to be made **10** calendar days prior to the date the Contractor proposes to have the samples available. The Contractor shall without any additional charge provide all necessary facilities for inspection of the samples.

First Article sample required by this contract must conform to all specification requirements. The acceptance of any previous first article or the granting of any deviations on previous first article or on supplies required by previous contracts for the same item(s) shall in no way be considered as justification for assuming that the first article submitted under this contract will be accepted unless they fully meet specifications or that deviations will be granted. sample shall be retained by the Contractor and made available to the Government without additional cost to the Government, at the location where the material is offered to the Government for inspection, until completion of the contract, at which time it may be delivered in “like new” condition as part of the last scheduled delivery under the contract. The other two first article samples shall be delivered to the Government ****** in accordance with instructions to be furnished by the Contracting Officer and upon acceptance shall be deemed an item delivered under the contract.

If the Contractor fails to deliver the first article or if the Government disapproves the first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default Clause of this contract and this contract shall be subject to termination for default, provided that failure of the Government is such an event to terminate this contract for default shall not relieve the Contractor of his responsibility to meet the delivery schedule for production quantities.

The Government reserves the right to waive the requirements for first article as to those bidders offering a product which has been previously procured and approved by General Services Administration under the same specifications applicable to this procurement.

****The GSA Inspector will select one (1) of the first article samples and send it to:**

When the first article are approved, the Government shall notify the Contractor of their acceptance in writing. After acceptance, one first article

☐ U.S. Forest Service
Missoula Technology & Development
Center (MTDC)
Building 1
Ft. Missoula, MT 59801
Attn: George Jackson (406) 329-3967

☒ U.S. Forest Service
San Dimas Technology & Development
Center (STDC)
444 East Bonita Avenue
San Dimas, CA 91773
Attn: Lois Sicking (909) 599-1267

U.S. Forest Service concurrence of the first article samples is required before final acceptance can be made.

E-FSS-514 PRODUCTION AND INSPECTION POINT(S) (JUN 1990)

- (a) **Production Point.** Offeror shall insert, in the appropriate spaces provided below, the names of the manufacturers of the items offered and the address and telephone number of the facility(ies) at which the items will be manufactured or produced.
- (b) **Source Inspection Point.** Offeror shall indicate, in the spaces provided below, the location(s) at which the supplies will be inspected or made available for inspection. If the addresses of the respective production and inspection points are identical, the offeror should insert "same" in the inspection point column.

ITEM NO(S).	NAME OF MANUFACTURER	PRODUCTION POINT— INSPECTION POINT	
		NAME, ADDRESS (Including County), and TELEPHONE NUMBER	(If other than Production Point)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: If additional space is needed, the offeror may furnish the requested information by an attachment to the offer.

DELIVERIES OR PERFORMANCE

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:

0 percent increase on Direct Delivery Orders (other than GSA Depots) and 3 percent increase on deliveries to GSA Depots.

0 percent decrease on Direct Delivery Orders (other than GSA Depots) and 3 percent increase on deliveries to GSA Depots.

This increase or decrease shall apply to the quantities specified in each order issued under any contract resulting from this solicitation.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

- (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
- (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1)
 - (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

F-FSS-202-B DELIVERY PRICES (MAY 1991)

Prices offered must cover delivery as provided below to destinations within the zone(s) to which such prices apply.

- (a) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall (1) place the notation "Delivery Service Requested" on bills of lading covering such shipments, and (2) pay such charge and add the actual cost thereof as a separate item to his invoice.
- (b) Delivery to siding at destination when specified by the ordering office, if delivery is not covered under paragraph (a), above.
- (c) Delivery to the freight station nearest destination when delivery is not covered under paragraphs (a) or (b), above.

ZONES: For the purpose of this solicitation and any resulting contract, zones consist of the geographic areas specified below:

- 1 Maine, Vermont, New Hampshire, Rhode Island, Connecticut, Massachusetts
- 2 New York, New Jersey

- 3 Pennsylvania, West Virginia, Virginia, Maryland, Delaware, Washington, D.C.
- 4 Kentucky, Tennessee, North Carolina, South Carolina, Mississippi, Alabama, Georgia, Florida
- 5 Minnesota, Wisconsin, Michigan, Illinois, Indiana, Ohio
- 6 Nebraska, Iowa, Kansas, Missouri
- 7 New Mexico, Texas, Oklahoma, Arkansas, Louisiana
- 8 Montana, North Dakota, South Dakota, Wyoming, Utah, Colorado
- 9 California, Nevada, Arizona
- 10 Washington, Oregon, Idaho

F-FSS-230 DELIVERIES TO THE U.S. POSTAL SERVICE (JAN 1994)

- (a) Applicability. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).
- (b) Mode/Method of Transportation. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.
- (c) Time of Delivery. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

☒ F-FSS-260-P TIME OF DELIVERY (OCT 1988)

Delivery is required to be made at destination within 45 calendar days after receipt of order(s) **or notice of approval of first article samples, whichever is later.**

F-FSS-285 WAIVER OF DELIVERY SCHEDULE (APR 1984)

- (a) None of the following shall be regarded as an extension, waiver, or abandonment of the delivery schedule or a waiver of the Government's right to terminate for default: (i) delay by the Government in terminating for default; (ii) acceptance of delinquent deliveries; and (iii) acceptance or approval of samples submitted either after default in delivery or in insufficient time for the Contractor to meet the delivery schedule.
- (b) Any assistance rendered to the Contractor on this contract or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages, and is not to be construed as an intention on the part of the Government to condone any delinquency, or as a waiver of any rights the Government may have under subject contract.

F-FSS-300 SCHEDULING OF DELIVERIES TO GSA FACILITIES (JUL 1999) (DEPOTS ORDERS ONLY)

- (a) **General:** This clause sets forth the scheduling requirements regarding deliveries to the General Services Administration facilities listed below. When the advance scheduling of delivery time is required or desired, the Contractor is advised that there may be an interval of up to 5 workdays between the time the consignee is contacted for a delivery date and the date the consignee is able to receive the shipment. Consequently, to allow for the establishment of a delivery date and the time that is agreeable to both the consignee and the carrier, the carrier should be urged to communicate with the consignee as soon as practicable after it is known when the shipment will be available for pickup. Deliveries are not accepted on weekends or Federal holidays (except when scheduled in advance during national emergencies). All time specified in this clause are local times.

Note: PALMETTO does not accept any unscheduled deliveries on Friday.
 FT. WORTH does not accept any deliveries coming from the Dallas/Ft. Worth area on Friday.

- (b) **Large-Load Shipments:** For the purpose of this clause, a shipment consisting of ten or more palletized unit loads, or, if the supplies are not palletized, a shipment weighing 10,000 pounds or more, or measuring 1,000 cubic feet or more, when transported by a single conveyance, is regarded as a “large-load” shipment. The Contractor is required to notify the carrier on the bill of lading that a scheduled unloading date and time must be obtained from the consignee prior to the delivery of a “large-load” shipment.

Note: PALMETTO defines a “large load shipment” as 10,000 pounds or more, or 8 pallets or more.
 STOCKTON defines a “large load shipment” as 7 pallets or more.

- (c) **Small-Load Shipments:** For the purpose of this clause, a shipment consisting of less than ten palletized unit loads, or, if the supplies are not palletized, a shipment weighing less than 10,000 pounds and measuring less than 1,000 cubic feet, when transported by a single conveyance, is regarded as a “small-load” shipment (but note the above exceptions for PALMETTO AND STOCKTON.) The delivery of a “small-load” shipment need not be scheduled in advance of arrival at the depot. However, the consignee may refuse to accept delivery if the truck arrives later in the afternoon than the time specified below for the receipt of unscheduled small loads. Although the scheduling of deliveries for small loads is not a contractual requirement, the carrier should be encouraged to communicate with the GSA facility (consignee) regarding all impending deliveries.

<u>Facility Address</u>	<u>Scheduling Telephone No.</u>	<u>Unscheduled Small Loads Received Between</u>
GSA Northeast Distribution Center 1900 River Road BURLINGTON, NJ 08016	(609) 499-7025	7:30 AM — 2:30 PM
GSA Franconia Customer Supply Center 6810 Loisdale Road Building A SPRINGFIELD, VA 22150	(703) 557-1053	8:00 AM — 3:00 PM
GSA Southeast Distribution Center 8400 Tatum Road PALMETTO, GA 30268	(770) 463-6021	7:00 AM — 2:00 PM
GSA Customer Supply Center 5619 W. 115th Street ALSIP, IL 60482-2142	(312) 866-9664	7:00 AM — 3:30 PM
GSA Southwest Distribution Center Fort Worth Federal Center Central Receiving, Warehouse 9, Dock 1 501 West Felix Street FORT WORTH, TX 76115-3404	(817) 334-5569 (For most warehouse deliveries.)	7:00 AM — 3:00 PM
GSA Southwest Distribution Center Fort Worth Federal Center Central Receiving, Warehouse 3 South End 501 West Felix Street FORT WORTH, TX 76115-3404	(817) 334-5360 (For MRP, WDC returns, CSC returns, and CMLS deliveries.)	7:00 AM — 3:00 PM

<u>Facility Address</u>	<u>Scheduling Telephone No.</u>	<u>Unscheduled Small Loads Received Between</u>
GSA Western Distribution Center Domestic Receiving Section Bldg. 312 Naval Communication Station Rough and Ready Island STOCKTON, CA 95203	(209) 946-6325 or (209) 946-6326 (Note: On station dial 248 or 345)	7:00 AM — 3:00 PM
GSA Auburn Forward Supply Point 2701 C St. SW Warehouse 1 AUBURN, WA 98001	(253) 931-7630	7:00 AM — 3:00 PM

F-FSS-772 CARLOAD SHIPMENTS (APR 1984)

When shipment is to be made by rail, to one destination, of a carload quantity which includes an item or items the overall length of which when packed and/or palletized, is 60 inches or over, the Contractor shall, when ordering cars, specify that, if available, double-door rail cars be furnished. This provision is intended solely to facilitate unloading by forklift truck at destination. Under no circumstances should scheduled shipment be delayed due to nonavailability of double-door cars.

CONTRACT ADMINISTRATION DATA

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

552.216-72 PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE I—SEP 1999)

- (a) All delivery orders (orders) under this contract will be placed by the General Services Administration's Federal Supply Service (FSS). The Contractor is not authorized to accept orders from any other agency. Violation of this restriction may result in termination of the contract pursuant to the default clause of this contract.
- (b) All orders shall be placed by Electronic Data Interchange (EDI) using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, transmission will be computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into a Trading Partner Agreement (TPA) with FSS in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration
Acquisition Operations and Electronic Commerce Center (FCS)
Washington, DC 20406

Telephone: (703) 305-7741
FAX: (703) 305-7720

552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE I—SEP 1999)

- (a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either ☐ facsimile transmission or ☐ computer-to-computer Electronic Data Interchange (EDI).
- (b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

- (c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

552.242-70 STATUS REPORT OF ORDERS AND SHIPMENTS (APR 1992)

- (a) The Contractor shall furnish to the Administrative Contracting Officer (ACO) a report covering orders received and shipments made during each calendar month of contract performance. The information required by the Government shall be reported on GSA Form 1678, Status Report of Orders and Shipments, in accordance with instructions on the form. The information required by the GSA Form 1678 may also be submitted in an automated printout form if authorized by the ACO. Alternatively, the

required information may be reported by electronic data interchange using ANSI standards. For further information, contact GSA, Contract Administration Division (703) 305-6400. Reports shall be forwarded to the ACO no later than the seventh workday of the succeeding month.

- (b) An initial supply of GSA Form 1678 will be forwarded to the Contractor with the contract. Additional copies of the form, if needed, may be obtained from the ACO, or reproduced by the Contractor.

G-FSS-900-A CONTACT FOR CONTRACT ADMINISTRATION (JAN 1994)

Offerors are required to designate a person to be contacted for prompt contract administration.

NAME _____

TITLE _____

ADDRESS _____

_____ ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

G-FSS-908 PLACEMENT OF ORDERS IF CONTRACTOR FAILS TO PERFORM (JUN 1996)

- (a) Timely delivery in accordance with the terms and conditions of this contract is essential to the accomplishment of the mission of the General Services Administration and the agencies it supports.
- (b) GSA may defer the placement of delivery orders against this contract at any time when GSA determines, at its sole discretion, that the Contractor has either failed to make progress or becomes delinquent on delivery order(s) which have been issued against the contract. The period of deferment shall last until such time as the Government is satisfied that the Contractor is capable of making timely delivery.
- (c) During the period of deferment of placement of delivery orders, the Government may procure its requirements from a source other than the Contractor.
- (d) The Procuring Contracting Officer (PCO) shall notify the Contractor either orally (confirmed in writing) or in writing of any decision to defer placement of delivery orders pursuant to this clause.
- (e) Any action initiated by the government to acquire contract items from alternate sources pursuant to this clause may continue to completion notwithstanding the fact that the Contractor may no longer be delinquent at the time the procurement transaction with an alternate source is completed.
- (f) The Contractor will NOT be held liable for excess costs on those quantities procured elsewhere as a result of the Contractor's failure to perform. However, all in-house orders are subject to all terms including delivery requirements and termination for cause/excess cost provisions. Contractor's prices shall remain the same throughout the term of the contract notwithstanding the fact that some orders may be placed with alternate sources.
- (g) The rights and remedies of the Government in this clause are in addition to other rights and remedies provided by law or under this contract.

G-FSS-910 DELIVERIES BEYOND THE CONTRACTUAL PERIOD—PLACING OF ORDERS (OCT 1988)

In accordance with the Scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply by permitting ordering activities to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

G-FSS-914-B CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (SEP 1996)

- (a) Payment by electronic funds transfer (EFT) is the Government's preferred method of payment. However, under certain conditions, the Government may elect to make payment by check. The offeror shall indicate below the payment (remittance) address to which Government checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:

- (b) All offerors are cautioned that if the payment address shown on an invoice differs from that shown above, the address above will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

CONTRACT CLAUSES**52.203-3 GRATUITIES (APR 1984)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled—
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (VARIATION—OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated. The quantities of supplies and services specified in the contract are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the contract. The Government shall order at least the quantity of supplies or services designated in the contract as the "minimum."
- (c) Except for any limitations on quantities in the Guaranteed Minimum clause or Order Limitations clause, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (VARIATION I—MAY 1990)

- (a) The Government may extend the term of this contract in 6-months increments by written notice to the Contractor within 30 calendar days prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1-year.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

- (a) Definition. *HUBZone small business concern*, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
 - (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998) (ALTERNATE I—OCT 1998)

- (a) Definitions. As used in this clause—

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

- (b) Evaluation adjustment.

- (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
 - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
 - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
 - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements.

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—
- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS (FEB 2000)

(a) Definitions. As used in this clause—

Sanctioned European Union country end product means an article that—

- (1) Is wholly the growth, product, or manufacture of a sanctioned European Union (EU) member state; or
- (2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a sanctioned EU member state into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

Sanctioned European Union member state means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

- (b) The Contractor shall not deliver any sanctioned European Union country end products under this contract.

552.232-78 PAYMENT INFORMATION (JUL 2000)

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

552.216-71 ECONOMIC PRICE ADJUSTMENT—STOCK AND SPECIAL ORDER PROGRAM CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999) (ALTERNATE II—SEP 1999)

- (a) "Producer Price Index" (PPI), as used in this clause, means the originally released index, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor (Labor) for product code 3365 and 3354 found under Table 5.
- (b) In any option period, the contract price may be adjusted upward or downward a maximum of 10 percent.
- (1) For the first option period, any price adjustment for the product code shall be based upon the percentage change in the PPI released in the month prior to the initial month of the contract period specified in the solicitation for sealed bidding or the month prior to award in negotiation (the base index) and the PPI released in the third month before completion of the initial contract period stated in the solicitation (the updated index). This initial contract period may be less than 12 months. The formula for determining the Adjusted Contract Price (ACP) applicable to shipments during the first option period is—

$$\text{ACP} = \frac{\text{Updated Index}}{\text{Base Index}} \times \text{Award Price}$$

- (2) For any subsequent option period, the price adjustment shall be the percentage change between the previously updated index (the new base index) and the PPI released 12 months later (the most recent updated index). This percentage shall be applied to the Current Contract Price (CCP). The formula for determining the ACP applicable to shipments for the subsequent option period(s) is—
- $$\text{ACP} = \frac{\text{Most Recent Updated Index}}{\text{New Base Index}} \times \text{CCP}$$
- (c) If the PPI is not available for the month of the base index or the updated index, the month with the most recently published PPI prior to the month determining the base index or updated index shall be used.
- (d) If a product code is discontinued, the Government and the Contractor will mutually agree to substitute a similar product code. If Labor designates an index with a new title and/or code number as continuous with the product code specified above, the new index shall be used.
- (e) Unless the Contractor's written request for a price adjustment resulting from the application of the formulas in (b)(1) or (2) above is received by the Contracting Officer within 30 calendar days of the date of the Government's preliminary written notice of its intent to exercise the option, the Contractors shall have waived its right to an upward price adjustment for that option period. Alternatively, the Contracting Officer in its written notice shall exercise the option at the CCP or at a reduced price when appropriate using the formulas in (b)(1) or (2) above.
- (f) Price adjustments shall be effected by execution of a contract modification by the Government indicating the most recent updated index and percent of change and shall apply to delivery orders placed on or after the first day of the option period.
- (g) No price adjustment will be made unless the percentage change in the PPI 3365 is at least 3 percent and PPI 3354 is at least 8 percent.

552.232-74 INVOICE PAYMENTS (SEP 1999)

- (a) The due date for making invoice payments by the designated payment office is:
- (1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

- (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
- (2) For all other orders, the later of the following two events:
 - (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
 - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.
- (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.
- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
 - (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
 - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
 - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
 - (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment, apply.

I-FSS-100-E SCOPE OF CONTRACT (OCT 1997)

- (a) This contract provides for the General Services Administration (GSA) normal supply requirements as identified herein, during the period specified elsewhere in this solicitation. GSA is obligated to purchase such quantities as may be needed from time to time to fill any requirements determined in accordance with current applicable procurement regulations and supply procedures, except:
 - (1) In cases of urgent requirements.
 - (2) When GSA determines, at its sole discretion, that the Contractor has failed to make progress on delivery orders issued to the Contractor.
 - (3) When delivery orders issued to the Contractor become delinquent, or;
 - (4) As may be otherwise provided herein.
- (b) Except as otherwise provided herein, the Contractor is obligated to deliver all such quantities as may be so ordered from time to time. As to estimates, note the following: The quantities shown herein as estimated requirements are based upon information made available to GSA. However, since such estimates are being furnished to the offeror solely for general information

purposes, no guarantee is given that any quantities will be purchased, but assurance is accorded that such bona fide needs as may arise will be obtained subject to any provisions set forth elsewhere in this contract. If significant changes occur in the estimated quantities during the contract period, the Government will, where feasible, notify the Contractor of such changes. However, such notification is furnished exclusively for the Contractor's information and has no bearing on the contractual obligations of either party.

I-FSS-106 GUARANTEED MINIMUM (OCT 2000)

The minimum that the Government agrees to order during the period of this contract is \$100. If the Contractor receives total orders for less than \$100 during the term of the contract, the Government will pay the difference between the amount ordered and \$100.

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Contractor's Report of Sales") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

I-FSS-120-B MINIMUM ORDER LIMITATION (APR 1984)

- (a) No ordering office will be obligated to order and no Contractor will be obligated to make any delivery amounting to less than **\$100**, but such deliveries may be ordered by the Government subject to acceptance by the Contractor. Failure on the part of the Contractor to return the order by mailing or otherwise furnishing it to the ordering office within five working days after receipt shall constitute acceptance whereupon all other provisions of the contract shall apply to such order.
- (b) Notwithstanding the foregoing, where either Government Standard Pack or Commercial Standard Pack (shipping container) is specified in the contract, orders shall be placed by the Government in shipping container quantity except as set forth in paragraph (c), below.
- (c) The Government may at its option place orders for less than a shipping container quantity, providing such quantity equals a unit, intermediate pack, or multiples thereof, up to a shipping container quantity. Such orders shall be packed in accordance with the applicable packaging and packing specification.

I-FSS-110 MONTHLY SUPPLY POTENTIAL (JUN 1990)

- (a) The estimated requirements of the Government for the contract period and the estimated peak monthly requirements are shown in the schedule of items. Offerors are requested to indicate, in the spaces provided, the total quantity per month which they are willing to provide. This monthly supply potential may be used in order to preclude the placement of orders in excess of a Contractor's production capacity. Offerors are urged to group as many items or groups of items as possible in setting their monthly supply potential since the items or groups for which they may be eligible for award cannot be predetermined. Such grouping will make it possible to make the fullest use of the production capacity of each successful offeror. For example, if an offeror's production facilities can produce all of the items, or groups solicited, the offeror may insert a single overall limitation on the quantity that he can supply. Offerors are cautioned that in order to qualify for an award, their monthly supply potential must cover the Government's estimated peak monthly requirement for each item or group to be awarded. Groups or individual items will not be subdivided for award purposes.
- (b) If an offeror does not specify a monthly supply potential, they will be deemed to offer to furnish 125 percent of the Government's estimated peak monthly requirement for the item or group of items. The quantity determined shall then be considered as the offeror's monthly supply potential.

OFFEROR'S MONTHLY SUPPLY POTENTIAL

ITEM OR GROUPS OF ITEMS	OFFEROR'S MONTHLY SUPPLY POTENTIAL

- (c) For each offered item or group of offered items awarded pursuant to this solicitation, the Contractor shall be obligated to fill all orders for the items awarded (regardless of destination) received during any one calendar month after the effective date of the contract if the aggregate total quantity of such orders does not exceed either; (1) his stated monthly supply potential, or, (2) if no monthly supply potential is stated, 125 percent of the estimated peak monthly requirement.
- (d) The Government is not required to order a part of any one requirement from the Contractor if that part of the requirement exceeds the limitations in paragraph (a) and (b) above and may acquire the quantity that exceeds the MSP from another source.
- (e) Notwithstanding paragraphs (c) and (d) above, the Contractor shall honor any order exceeding the limitations in paragraphs (a) and (b), unless that order (or orders) is returned to the ordering office within 5 days after receipt, with written notice stating the Contractor's intent not to ship the ordered item (or items) called for and the reasons. Upon receiving this notice, the ordering agency may acquire the supplies from another source without prejudice to either party.
- (f) Upon acceptance of orders for quantities in excess of the quantities specified in paragraph (b) above, the Contractor will be allowed 15 additional days for delivery (for making the additional quantities) provided that the Contractor notifies the Contracting Officer with five (5) calendar days after receipt of order that additional delivery time is required for the quantity that exceeds the MSP. This notification shall include the contract number, NSN, purchase order number, date of receipt of purchase order, and the quantity which is in excess of the monthly quantities the Contractor is required to accept.

I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
_____	_____
_____	_____
_____	_____

K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

Name: _____
Title: _____
Phone: _____
E-mail: _____

END TO ADDENDUM TO 52.212-4

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FEB 2001)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
 - (2) 52.233-3, Protest After Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:
- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
 - (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999).
 - (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
 - (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I to 52.219-5.
 - (iii) Alternate II to 52.219-5.
 - (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
 - (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
 - X (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
 - (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
 - (ii) Alternate I of 52.219-23.
 - X (9) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
 - X (10) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- X (11) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act—Balance of Payments Program—Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- X (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- X (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
 - (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components—
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition are 331524 (Groups 1-5) and 331316 (Groups 6-15). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449. As a minimum, offers must show—
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;

- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) “Remit to” address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **90** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (e) Late submissions, modifications, revisions, and withdrawals of offers.**
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.**
 - (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—**
 - (A) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (B) If this solicitation is a request for proposals, it was the only proposal received.
 - (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.**
 - (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions

specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (f) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (g) Availability of requirements documents cited in the solicitation.
 - (1)(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
 - (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
 - (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Order forms, pricing information, and customer support information may be obtained--
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.
 - (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.
- (h) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

STOCK and SOP (Reviewed 6/14/00)

- (√) The following provisions are incorporated by reference:
 - 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
 - 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

ADDENDUM TO 52.212-1

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration
Contracting Division (7FXPI-S4)
819 Taylor St., Room 6A24
Ft. Worth, TX 76102

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

552.219-73 GOALS FOR SUBCONTRACTING PLAN (SEP 1999) (ALTERNATE I—SEP 1999)

- (a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, and women-owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.
- (1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, and women-owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.
 - (2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, and women-owned small business concerns in performing this contract. An offeror submitting a commercial products plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, and women-owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.
 - (3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.
- (b) In determining the acceptability of any subcontracting plan, the Contracting Officer will—
- (1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;
 - (2) Consider previous goals and achievements of contractors in the same industry;
 - (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, and women-owned small business concerns; and
 - (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, and women-owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.
- (c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

**552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION
(MAR 2000)**

(a) The following definitions apply in this provision:

“Agency Protest Official for GSA” means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.

“Deciding official” means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.

(b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA’s hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

(c) A protest filed directly with the General Services Administration (GSA) must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, fax number, and telephone number of the protester.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).

(d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.

(e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer. The Agency Protest Official for GSA will not consider appeals from the Contracting Officer’s decision on an agency protest.

(f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
 - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
 - (2) GSA procedures do not provide for any discovery.
 - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.
 - (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
 - (5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:
 - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
 - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
 - (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless overridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

L-FSS-59 AWARD (APR 1984)

Until a formal notice of award is issued, no communication by the Government, whether written or oral, shall be interpreted as a promise that an award will be made.

L-FSS-490 UNSOLICITED SAMPLES, DESCRIPTIVE LITERATURE, OR BRAND NAME REFERENCES (APR 1984)

When procurement is effected under specifications or purchase descriptions (other than "brand name or equal") and the Government does not specifically request bid samples, descriptive literature, or references to brand names, models, or part numbers as an integral part of the bid, and the bid is accompanied by any of those materials, the materials will be disregarded, unless it is clear from the bid or accompanying papers that it was the bidders' intention to qualify the bid.

EVALUATION FACTORS FOR AWARD

M-FSS-301-C METHOD OF AWARD (APR 1984) TOTAL GROUPS -15

Award will be made in the aggregate by group (National Stock Number). The low aggregate offeror will be determined by multiplying the unit price submitted on each item by the estimated quantity specified, and adding the resultant extensions. In order to qualify for an award on a group, prices must be submitted on each item within the group.

END TO ADDENDUM 52.212-1

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal Agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
 - (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2000) (ALTERNATE III—OCT 2000)

- (a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service—disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
-
- (8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]*

(10) Reserved.

- (11) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that—

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) Previous contracts and compliance. The offeror represents that—

- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) *Buy American Act—Balance of Payments Program Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Balance of Payments Program—Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—Balance of Payments Program—Supplies” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
- (2) Foreign End Products:

Line Item No.	Country of Origin

(List as Necessary)

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) *Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program” and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin

(List as Necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin

(List as Necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate I (Feb 2000)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

Canadian End Products:

Line Item No.

(List as Necessary)

- (3) *Buy American Act—North American Free Trade Agreements—Israeli Trade Act—Balance of Payments Program Certificate, Alternate II (Feb 2000)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

(List as Necessary)

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”
- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin

(List as Necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* The offeror certifies, to the best of its knowledge and belief, that—

- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**M-7FXP-99-003 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS
(FEB 1999) (LOCAL CLAUSE FEB 99)**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212 (d).

(b) An Offeror who checks “has not” may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).

NOTE: Contractors with questions regarding the Veterans Report Requirements program should contact the Department of Labor at 703-461-2460. Two web sites which contractors can access for information on the program are:

<http://www.dol.gov/dol/vets/public/programs/fact/vet97-5.htm>

<http://vets100.cudenver.edu/vets100.asp>